

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

To protect the Confidential Information (as defined below) which may be disclosed by Ackerman Practice Management, LLC ("APM") to Dr. Tamar Gruenbaum or ("Gruenbaum"), with an address at _____ during discussions, negotiations, or services rendered in connection with the relationship between APM and GRUENBAUM and potential or realized goods or services exchanged (the "Business Purpose"), the parties hereby enter into this Non-Disclosure and Confidentiality Agreement (the "Agreement").

1. As used herein, Confidential Information and Confidential Personal Information (Exhibit A) shall mean that any information that relates to APM's or its consultants' or contractors' identity, past, present and future research, development, business activities, products, services, technical knowledge, and/or personally identifiable information that may be received from APM or from APM's consultants or contractors. Without limiting the generality of the foregoing provisions of this paragraph 1, all discussions between GRUENBAUM and APM in relation to the Business Purpose shall be deemed Confidential Information.
2. Confidential Information shall not include information that: (a) is or becomes publicly available through no fault of GRUENBAUM; (b) is independently developed by GRUENBAUM without use of or reference to the Confidential Information; or (c) becomes known by GRUENBAUM from a third party and, to GRUENBAUM's knowledge, is not subject to an obligation of confidentiality to APM.
3. GRUENBAUM will maintain the confidentiality of the Confidential Information using procedures not less rigorous than those APM uses to protect and preserve the confidentiality of GRUENBAUM's own similar proprietary information, and in no event less than reasonable procedures.
4. If GRUENBAUM is required to disclose any of the Confidential Information pursuant to a subpoena, court order, statute, law, rule, regulation or other similar legal requirement (a "Legal Requirement"), GRUENBAUM shall immediately provide written notice of such Legal Requirement to APM. If GRUENBAUM is legally compelled to disclose such Confidential Information, or if APM in writing waives compliance with the provisions of this Agreement, GRUENBAUM may disclose, without liability hereunder, such Confidential Information in accordance with the Legal Requirement.
5. GRUENBAUM agrees to defend, indemnify, and hold harmless APM and its officers, directors, agents, affiliates, distributors, representatives, and employees from any and all third-party claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, costs and expenses resulting from the APM's material breach of any duty, representation, or warranty for management or consulting services rendered within the dental practice located at _____ and between APM and any patient associated with said practice..
6. GRUENBAUM agrees not to disclose the identity of APM or any of its consultants as a company or representative contracted or paid by GRUENBAUM or the existence or nature of the relationship of the parties under this Agreement from date of service agreement through termination, plus 12 months.
7. GRUENBAUM agrees not to disclose the identity of APM or any of its consultants as a company or representative contracted or paid by GRUENBAUM during any period APM or any of its consultants as a company or representative are contracted by GRUENBAUM. GRUENBAUM agrees that it will not use APM's or any of its consultant's names in any way without the prior written consent of APM during the contract period.
8. Each party's duties under this Agreement will continue until the earlier of: (a) five years after termination by the parties of their discussions relating to the Business Purpose; and (b) the execution by the parties of a definitive written agreement that expressly supersedes this Agreement. Notwithstanding the foregoing, GRUENBAUM's obligations set forth in paragraphs 5 and 6, above, shall be perpetual.
9. At APM's request, GRUENBAUM shall return to APM, or destroy, any written or produced Confidential Information.
10. Except as may be preempted by federal law, this Agreement is governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, County of New York.
11. Each party hereby acknowledges that a breach of its obligations to the other party under this Agreement may, as determined by a court of appropriate jurisdiction, result in irreparable and continuing damage to the other party for which monetary damages will not be sufficient, and agrees that such other party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive and/or other equitable relief, and such other and further relief as may be proper from a court of appropriate jurisdiction.

12. No agreement, other than this Agreement, shall be deemed to have been made between the parties unless and until such time as a written agreement shall have been appropriately executed and delivered by the parties, acting in their own discretion. Neither party has an obligation under this Agreement to purchase any service or item from, or enter into any transaction with, the other party. This Agreement supersedes all prior agreements and understandings, and constitutes the complete agreement and understanding, between the parties with respect to the subject matter hereof. No amendment or other modification to this Agreement shall be valid or binding with respect to either party unless acknowledged and agreed to in writing and signed by a duly authorized officer of each party.

13. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by a court of appropriate jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision shall be replaced by a valid, legal and enforceable provision that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision.

14. GRUENBAUM shall not assign its rights or obligations under this Agreement without the prior written consent of APM and any attempt to do so without such consent shall be null and void and without legal effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the ____ day of _____, 2017:

ACKERMAN PRACTICE MANAGEMENT, LLC

Dr. TAMAR GRUENBAUM

By: _____

By: _____

ACKERMAN PRACTICE MANAGEMENT, LLC

TAMAR GRUENBAUM
Owner

EXHIBIT A

Definition of Confidential Personal Information.

For purposes of this Agreement, "Confidential Personal Information" shall include all information that identifies the working relationship with APM, including payment arrangement, fees for services, business meetings, an individual's photograph, social security number, driver license number, name, address, telephone number, date of birth, e-mail address, records of any financial or credit institution, including any records of deposits, withdrawals, and balances of any checking and savings accounts and loans and their respective account numbers, and any personal identification number or password that would permit access to an individual's financial accounts, employment and pre-employment records, real and personal property tax statements and records, conviction records for violation of the law, and any other personally identifiable information not lawfully accessible from publicly available information.